

Kevin H. Good
Texas Bar No. 08139300
Conner & Winters LLP
1700 Pacific Avenue
Suite 2250
Dallas, Texas 75201
Telephone (214)217-8070
Fax (214) 217-8861

Attorney for Maloney, Bean, Horn and Hull, P.C.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:

SUPERIOR AIR PARTS, INC.,

DEBTOR.

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CASE NO. 08-36705-BJH-11

**RESPONSE OF MALONEY, BEAN, HORN and HULL, P.C.
TO SUPERIOR AIR PARTS, INC.'S OBJECTION TO CLAIM # 64**

Maloney, Bean, Horn and Hull, P.C. ("MBHH"), a creditor herein, by and through undersigned counsel, files this Response to Superior Air Parts, Inc.'s ("Superior" or "Debtor") Objection to Claim #64 filed by MBHH and would show the Court as follows:

I.

Brief Procedural Status

1. MBHH filed its original Proof of Claim #64 on February 13, 2009.
2. Superior Filed its Objection to the MBHH Claim on July 30, 2009, setting the response deadline of August 19, 2009.
3. MBHH filed its amended Proof of Claim #64 on August 6, 2009, reducing the amount of the claim to \$175,806.29 due to payments received by MBHH.

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4. MBHH now files this timely Response to Superior's Objection on August 19, 2009.

II.

RESPONSE

At the request of Superior's management, the law firm of Maloney, Bean, Horn & Hull, P.C. and its predecessor in interest have been Superior's product liability insurance defense lawyers since 1987. In this position, the law firm has rendered legal services for Superior to protect Superior's legal interests arising out of Superior's sale of aviation products. As Superior is the client of MBHH, Superior has the primary obligation to pay MBHH for the legal services rendered. As a result, MBHH timely filed a Proof of Claim against Superior claiming payment for pre-petition billings for legal services rendered.

Each of Superior's insurance contracts for the last twenty (20) annual policy periods states in relevant part that the insurers will 1) indemnify Superior for its legal liabilities arising out of the product liability hazard; and 2) will pay legal fees and expenses to defend Superior - all subject to the terms of the insurance contract. As a result, and under normal circumstances, MBHH's legal bills have been paid by the insurers.

However, these are apparently not normal circumstances as the insurers have not paid the pre-petition bills of MBHH and other legal service providers related to the so-called "deductible years" despite the fact that nearly eight (8) months have passed since Superior filed Chapter 11. Indeed, insurers have themselves filed a proof of claim against Superior for monies allegedly owed insurers by Superior with respect to the

insurance contracts for the deductible years. Superior's dispute with its insurers appears to arise, in part, out of the failure of the Debtor to agree to pay the indemnity deductible obligations under certain of the policies, the Debtor's failure to obtain an irrevocable letter of credit for its deductible for the current policy year as it had agreed to do and the Debtor's failure to agree to pay for legal services while Superior is in Chapter 11 on those insured litigation matters where the court had already lifted the stay.

Until the disputes - whatever they may be - between Superior and its insurers are resolved and it is determined that the insurers will, in fact, timely pay MBHH for the legal services rendered Superior, the Debtor's objection should be overruled. If the objection is sustained and it is later determined that the insurers have no obligation to pay MBHH under the insurance contracts, MBHH would be left with no recourse.

Wherefore, Premises Considered, MBHH requests that MBHH Claim #64 be allowed and for such other and further relief to which MBHH would show itself justly entitled.

DATE: August 19, 2009

Respectfully submitted,

By: /s/
Kevin H. Good
Texas Bar No. 08139300
Conner & Winters LLP
1700 Pacific Avenue
Suite 2250
Dallas, Texas 75201
Telephone (214) 217-8070
Fax (214) 217-8861

Attorney for Maloney, Bean Horn and Hull, P.C.

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the above and foregoing document was served upon via e-mail on Mr. Stephen Roberts, counsel for the Debtor, and Mr. David Parham, counsel for the Unsecured Creditors' Committee, on August 19, 2009, and upon the parties on the attached service list via First Class U. S. Mail, postage prepaid on August 20, 2009.

/s/

Kevin H. Good